

EXHIBIT I

JOHN F. STAHL
January 14, 2014

Page 1

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF MICHIGAN
3 SOUTHERN DIVISION
4 JACK REESE, JAMES)
5 CICHANOFSKY, ROGER)
6 MILLER and GEORGE NOWLIN)
7 on behalf of themselves)
8 and a similarly situated)
9 class,)
10 Plaintiffs,)
11 vs.) Case No. 04-70592
12 CNH GLOBAL N.V.,)
13 formerly known as Case)
14 Corporation and CNH)
15 AMERICA LLC,)
16 Defendants.)

17

18 The discovery deposition of JOHN F. STAHL,
19 taken in the above-entitled cause, before
20 Deanna Amore, a notary public of DuPage County,
21 Illinois, on January 14, 2014, commencing at the
22 time of 9:04 a.m. at 227 West Monroe Street,
23 Chicago, Illinois, pursuant to notice.
24 Reported by: Deanna Amore, CSR, RPR
25 License No. 084-003999

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1 Q. And so one of the things that you said in
2 your opinions was that the medical plan provisions
3 of the proposed pre-65 plan compare favorably to
4 plan designs reflected in survey data, and it goes
5 on.

6 Did you compare the proposed plan to plans
7 with EGWPs for post-65 prescription drug coverage?

8 A. I did not.

9 Q. Why not?

10 A. We don't have -- the databases that we
11 have for retiree medical plans do not, I don't
12 believe, indicate whether they have EGWP or not as
13 part of the design.

14 Q. So several hundred or so employers, you
15 can't tell, but you don't think any of them have
16 EGWP?

17 A. I don't know how many may or may not have
18 EGWPs. It's not possible to determine from the
19 data.

20 Q. So the data is somewhat limited in terms
21 of making comparisons?

22 MS. CAPOTOSTO: Object to form.

23 THE WITNESS: It is limited for retiree plans.
24 The data -- you notice when you look at the data,
25 many plans have no plan whatsoever listed. So it's

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1 much more difficult to draw conclusions from the
2 data that's there for the retirees.

3 BY MS. BRAULT:

4 Q. So that, indeed, limits your opinion in
5 two. Your comparison is to mostly active
6 employees, right?

7 A. The comparison of benefits?

8 Q. Yes.

9 A. Entirely active employees.

10 Q. So it's not to retirees on any level?

11 A. That's correct.

12 Q. Okay. Did you try to do any kind of
13 comparison to retiree plans?

14 A. It would have been, A, difficult to do
15 because of the way the data is, but also the
16 comparison, the database would show a significant
17 proportion of employers don't provide any retiree
18 medical benefits. So that would, right off the
19 bat, make the plan, any comparison of any plan that
20 provides benefits look better right off the bat.
21 So it didn't seem to be necessarily the best
22 comparison to use.

23 Q. Do you know of any benefit that the
24 retirees would receive from -- that switched from
25 the current plan to the proposed plan?

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1 MS. CAPOTOSTO: Object to form.

2 THE WITNESS: When you say benefit --

3 BY MS. BRAULT:

4 Q. Is there anything about the plan that
5 would be a benefit for them?

6 A. An improvement in benefits?

7 Q. An improvement in their benefits or
8 financial situation or in any way benefit them.

9 MS. CAPOTOSTO: Object to form.

10 THE WITNESS: I'm not aware of any.

11 BY MS. BRAULT:

12 Q. It's true that there is no good thing
13 that's in the proposed plan --

14 MS. CAPOTOSTO: Object to form.

15 BY MS. BRAULT:

16 Q. -- that's not in the current plan?

17 MS. CAPOTOSTO: Object to form.

18 THE WITNESS: When you say "there is no good
19 thing" that -- it's a subjective determination
20 whether it's a good thing. That would be -- the
21 way I interpret that is there is nothing good about
22 the new plan. I don't know that I believe that is
23 the case.

24 BY MS. BRAULT:

25 Q. Well, they are already covered by the

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1 Q. And there wasn't any particular logic to
2 the years 2011 to 2013?

3 A. That's just what happens to be populating
4 the database right now. It wasn't a conscious
5 decision to exclude any data. The totality of the
6 data that's in there is from those years.

7 Q. What is this database typically used for
8 in non-litigation practice?

9 A. Many times when an employer looks at their
10 cost from year to year, they look at their plan
11 provisions to see if they are in line with what
12 other companies are doing.

13 Q. So this is really designed to assist
14 employers in making plan design choices
15 prospectively?

16 A. Correct.

17 Q. You only need the last few years because
18 you are looking at what's in line with what's going
19 to be done in the future, not necessarily what's in
20 line with what's been done in the past?

21 A. Right.

22 The idea is to have something that helps
23 project -- make a reasonable anticipation of what
24 will happen next year is what they are mostly used
25 for.

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1 Q. Now, did you exclude any part of the
2 employer groups by industry? In other words, did
3 you make any attempt to select employers that were
4 within the same type of industry as CNH?

5 A. No, we didn't.

6 Q. Did you make any attempt to distinguish
7 between plans that covered salaried versus hourly
8 employees?

9 A. Virtually, all the data -- virtually, all
10 the companies would be covering salaried employees.
11 We have a limited number of data as it would apply
12 to bargained plans.

13 Q. Limited data -- so you didn't then --
14 obviously, you didn't go through because there is a
15 difference between hourly and bargained hourly,
16 correct?

17 A. That's correct. I don't know, to the
18 extent -- to what extent these plans might be
19 covering non-bargained hourly employees or
20 salaried.

21 Q. What about bargaining hourly?

22 A. Generally speaking, these plans would not
23 be covering bargained hourly plans in the
24 comparison set.

25 Q. And you are saying that because of your

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1 familiarity with the group or because there is
2 actually a data point that you can look at and say
3 this number percentage is bargaining and this
4 number isn't?

5 A. There is no data element on there that
6 says bargain versus non-bargain that I can see.
7 I believe we have a separate database that has
8 not -- has bargained plans in it. It's would be a
9 much smaller and less well-populated database.

10 Q. Do you know how many employers are in that
11 separate database?

12 A. I don't know off the top of my head.

13 Q. What would you guess? Is it half the size
14 of this one?

15 A. I guess it's even much less than that.

16 Q. 25 percent?

17 A. If I had to guess, probably that amount or
18 lower.

19 Q. So if it's like 900 in this one, 700, I
20 think I saw, 900, it says nearly 900 companies. So
21 25 percent of that is?

22 A. 225.

23 Q. Thank you.

24 A. I don't know the exact number. I just
25 know it's not as big of a data set.

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1 Q. Would it be fair to say that the benefits,
2 particularly health care benefits, that are
3 bargained for by a collective bargaining process
4 are generally richer benefits than those that are
5 not bargained for by a collective bargaining
6 process?

7 MS. CAPOTOSTO: Object to form.

8 THE WITNESS: I don't know that that's true.
9 Sometimes -- it just depends on the industry. I've
10 seen some industries where the bargained benefits
11 are exactly the same as salaried or not as good.
12 It depends on the bargaining position of the union
13 and the industry.

14 BY MS. BRAULT:

15 Q. And a lot of what happens in bargaining is
16 that they bargain over provisions, right?

17 MS. CAPOTOSTO: Object to form.

18 BY MS. BRAULT:

19 Q. Including health care provisions?

20 A. Yes.

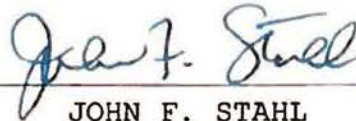
21 Q. Have you been called upon to assist
22 clients while they are in bargaining to talk about
23 cost of the plans -- I'm sorry, not cost of plans
24 but cost of plan design elements or even plans,
25 I guess, altogether?

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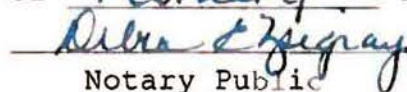
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7 Plaintiffs,)
vs.) Case No. 04-70592
8 CNH GLOBAL N.V.,)
formerly known as Case)
9 Corporation and CNH)
AMERICA LLC,)
10 Defendants.)

11 This is to certify that I have read the
12 transcript of my deposition taken in the
13 above-entitled cause by Deanna Amore, Certified
14 Shorthand Reporter, on January 14, 2014, and that
15 the foregoing transcript accurately states the
16 questions asked and the answers given by me as they
17 now appear.

18 
JOHN F. STAHL

19 SUBSCRIBED AND SWORN TO
20 before me this 21st day
21 of February 2014.

22 
23 Notary Public



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January 14, 2014

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1 STATE OF ILLINOIS)

2) SS:

3 COUNTY OF DU PAGE)

4 I, Deanna Amore, a notary public within and for
5 the County of DuPage County and State of Illinois,
6 do hereby certify that heretofore, to-wit, on
7 January 14, 2014, personally appeared before me, at
8 227 West Monroe Street, Chicago, Illinois, JOHN F.
9 STAHL, in a cause now pending and undetermined in
10 the United States District Court, Eastern District
11 of Michigan, Southern Division, wherein JACK REESE,
12 JAMES CICHANOFSKY, ROGER MILLER and GEORGE NOWLIN
13 on behalf of themselves and a similarly situated
14 class are the Plaintiffs, and CNH Global N.V.,
15 formerly known as Case Corporation and CNH AMERICA
16 LLC are the Defendants.

17 I further certify that the said witness was
18 first duly sworn to testify the truth, the whole
19 truth and nothing but the truth in the cause
20 aforesaid; that the testimony then given by said
21 witness was reported stenographically by me in the
22 presence of the said witness, and afterwards
23 reduced to typewriting by Computer-Aided
24 Transcription, and the foregoing is a true and
25 correct transcript of the testimony so given by

1 said witness as aforesaid.

2 I further certify that the signature to the
3 foregoing deposition was reserved by counsel for
4 the respective parties.

5 I further certify that the taking of this
6 deposition was pursuant to Notice, and that there
7 were present at the deposition the attorneys
8 hereinbefore mentioned.

9 I further certify that I am not counsel for nor
10 in any way related to the parties to this suit, nor
11 am I in any way interested in the outcome thereof.

12 IN TESTIMONY WHEREOF: I have hereunto set my
13 hand and affixed my notarial seal this 19th day of
14 January, 2014.

15

16

17

18

19

Dennis Amore



20

NOTARY PUBLIC, DUPAGE COUNTY, ILLINOIS

21

22

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24

25

TOWERS WATSON Ms. Melissa Farah
February 21, 2014

Page	Line	Correction
44	10	Delete "locally"
45	15	"per" should be "for"
45	20	"to a" should be "down"
45	20	Delete "dot"
45	25	"assumed — not even quite" should be "assumed to have died – not even quite"
48	25	"— referred to as a contract" should be "two-party contract"
49	1	"means a" should be "a two-party"
49	1	"this" should be "that"
50	5	"and" should be "since"
50	10	"is" should be "are"
50	20	"a number of, hundred" should be "a number of one hundred"
50	20	Delete "by me"
60	24	"is" should be "are"
63	16	"continuous" should be "continuance"
63	20	"there" should be "it"
64	12	"individual" should be "individual did"
65	17	"of" should be "and"
66	4	"—" should be "surveys"
66	12	"out" should be "on"
68	23	"PPO" should be "PPO plans"
77	3	"Either" should be "we had a"
77	21	"so they" should be "But they have"
77	25	"education" should be "continuing education"
82	9	"Don Pooley" should be "Tom Coogan"
82	14	"in the" should be "and"
89	13-14	"to provide" should be "provided to"
89	15	"are" should be "is"
89	19	"sometimes" should be "as it's sometimes"
92	13	"of" should be "on"
92	22	"planned" should be "plan"
96	7	"path" should be "data"
98	3	"plans" should be "plan"
98	4	"documented" should be "documents"
110	2	"is" should be "are"

TOWERS WATSON Ms. Melissa Farah
February 21, 2014

Page	Line	Correction
121	23	"provided" should be "been provided"
145	19	"specialized" should be "specializes"
146	2	"referred to" should be "reviewed"
167	16	"typical, I'm not" should be "typically, it's not"
168	2	"of" should be "for"
169	3	"is" should be "are"
169	22	"won't" should be "will"
182	5	"it's not" should be "they've got"
183	15	"to the group" should be "to, is the group"
185	16	"combatted" should be "valued"
189	15	"that" should be "any"
190	17	"simple" should be "simplified"
191	14	"been" should be "not"
205	15	"Medical" should be "Well"
205	17	"or" should be "for"
212	8	"not" should be "got"
216	12	"company" should be "cap"
216	13	"121" should be "161"
222	21	"part" should be "Part B"
223	16	"bargain" should be "bargained"
227	17	"filed it and" should be "file with"
228	19	"particularly" should be "specifically"
232	1	"was" should be "was an"
241	5	"what" should be "that"